

GENERAL INFORMATION CITY OF FRISCO, TEXAS

COMPETITIVE SEALED BID NO. 1403-045 LANDSCAPE MAINTENANCE SERVICES

DOCUMENTS ARE DUE TO THE OFFICE OF THE PURCHASING MANAGER PRIOR TO:

April 22, 2014 @ 2:00PM CST NO LATE BIDS WILL BE ACCEPTED

ORIGINAL ON A CD OR FLASH DRIVE AND TWO HARD COPIES REQUIRED

MAY BE DELIVERED OR MAILED TO:

CITY OF FRISCO DANIEL FORD PURCHASING MANAGER 6101 FRISCO SQUARE BLVD FRISCO, TX 75034

Deadline for Submittal of Questions
April 11, 2014 4:00pm CST Send to purchasing@friscotexas.gov

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Daniel Ford, CPPO, CPPB Purchasing Manager dford@friscotexas.gov 972 292 5545 Jean Stellatella CPIM, CPPB Senior Buyer <u>jstellatella@friscotexas.gov</u> 972 292 5541



CITY OF FRISCO

COMPETITIVE SEALED BID NUMBER 1403-045 LANDSCAPE MAINTENANCE SERVICES

BIDDER MUST SUBMIT ORIGINAL BID ON A CD OR FLASH DRIVE PLUS TWO HARD COPIES TO FACILITATE EVALUATION. IF TWO HARD COPIES ARE NOT SUBMITTED WITH THE ORIGINAL CD OR FLASH DRIVE, THE BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed Bids for Landscape Maintenance Services.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

BIDS MUST BE RECEIVED BY APRIL 22, 2014, 2:00 PM CENTRAL STANDARD TIME (CST) BY THE PURCHASING MANAGER. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NONRESPONSIVE.

Bids will be publicly opened and read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on April 22, 2014 at 2:05 PM CST.

Write the competitive sealed bid number, 1403-045, name of bid, LANDSCAPE MAINTENANCE SERVICES, and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids and become a part of the terms and conditions of any bid submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

- 2. FORM: Bidders must submit original on a CD or Flash drive and two hard (2) copies of the sealed bid/written quote/proposal to the Purchasing Manager prior to response due date/time. Failure to submit the additional copies may result in the bid being declared nonresponsive to specification and may not be further evaluated.
- 3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
- 4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
- 5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
- 6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
- 7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
- 8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.
- 9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be

- withdrawn after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager's approval.
- 10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
- 11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
- 12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
- 13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
- 14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.
 - The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.
- 15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov.
- 16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the Purchasing Manager within five (5) days of the staff recommendation memo. Unless otherwise

- provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.
- 17. BID AWARD: The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
- 18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

- 19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

- 20. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
- 21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.
- 22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
- 23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
- 24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

- 25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
- 26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

- 27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- 28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
- 29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
- 30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
- 31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
- 32. INVOICES: Invoices must be submitted by the successful bidder to: accountspayable@friscotexas.gov

CONTRACT

- 33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
- 34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County

Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.

- 35. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
- 36. SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
- 37. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
- 38. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Purchasing Manager or designated representative.
- 39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
- 40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
- 41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point

- shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."
- 43. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- 44. DISCLOSURE OF CERTAIN RELATIONSHIPS: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

- 1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
- 2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- 3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- 4. Endorsement applicable to each policy provided.

<u>Insurance Company Qualification</u>: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

<u>Certificate of insurance</u>: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

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Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars (If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of
\$2 Million Dollars

Statutory Workers compensation insurance as required by state law

SAMPLE ON FOLLOWING PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DDYYYY) 04/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

certificate holder in lieu of such endor	seme	mt(s)		1 00.00		-			
PRODUCER				CONTACT John Smith					
ABC Insurance Brokerage				PHONE (A/C, No. Ext): 972-555-5555 PAX (A/C, No.): 972-555-5556					
1234 Frisco Square Blvd.				E-MAIL ADDRE	ss: johnsmit	h@abcinsura	nce.com		
Frisco, Texas 75034					INS	SURER(S) AFFOR	IDING COVERAGE	NAIC #	
				INSURE	IRA: Insuran	ce Company	Name	12345	
INSURED				INSURE	RB:				
Your Company Name Here				INSURE	IRC:				
Address of Insured				INSURE	IRD:				
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THIS IS TO CERTIFY THAT THE POLICIES				VE BEE	N ISSUED TO			ICY PERIOD	
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CLAIMS-MADE OCCUR	l	l					MED EXP (Any one person) \$		
CLAIMS-MADE CCCOR	х		987654		03/05/2013	03/05/2014	PERSONAL & ADV INJURY \$	_	
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3.4	l	l					PRODUCTS - COMPYOP AGG \$		
AUTOMOBILE LIABILITY	-	-					COMBINED SINGLE LIMIT (Ea socident) \$		
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ALL OWNED SCHEDULED	-	-	123456		02/05/2012	03/05/2014			
AUTOS AUTOS			123450		03/05/2013	03/03/2014	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$		
HIRED AUTOS AUTOS	l	l					(Per accident)		
	Ь	Ь					\$		
UMBRELLA LIAB OCCUR	l_	l_					EACH OCCURRENCE \$		
EXCESS LIAB CLAIMS-MADE	1						AGGREGATE \$		
DED RETENTION \$	_	_					\$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	l	l					WC STATU- TORY LIMITS ER		
ANY PROPRIETORPARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	×	123456		03/05/2013	03/05/2014	E.L. EACH ACCIDENT \$	100,000	
(Mandatory in NH)		~	125155		03.03.20.3	02022014	E.L. DISEASE - EA EMPLOYEE \$	100,000	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	100,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (Attach	ACORD 101, Additional Remarks	Schedule	, if more space is	required)			
The City of Frisco, its officers, agents, repri									
compensation. Provide a waiver of subrog	ation	agair	nst the City for injuries, incl	luding d	leath, property	y damage, or	any other loss to the extent the s	ame Is	
covered by the proceeds of insurance.									
CERTIFICATE HOLDER				CANO	CELLATION				
CERTIFICATE HOLDER				CAN	CEEEATION				
				8НО	OULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE CANCEL	LED BEFORE	
City of Frisco							EREOF, NOTICE WILL BE DE	LIVERED IN	
6101 Frisco Square Blvd					ORDANCE WI	TH THE POLIC	CY PROVISIONS.		
Frisco, Texas 75034				*******	DOTED DEDOT				
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				SIGN	ATORE DER	-			

ACORD 25 (2010/05)

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Supplemental Information

Texas Government Code Section 2252.002 Non-resident Bidders

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In ord 1.		ion, please answer the following ber of your principal place of bus	
2.	Name and address of pr majority owner:	incipal place of business, and p	hone number of your company's
3.	Name and address of prultimate parent company	incipal place of business, and p	hone number of your company's
	ne policy of the City of Fr	OMAN-OWNED BUSINESS PA isco to involve small businesse test extent possible in the pro-	s and qualified minority/women
servic name	es and construction proje	ects. To assist us in our recordan-owned firms you would be u	keeping, please list below the
	NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST

(Supplemental Information)

- (I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.
- (I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor:		
Title of Officer:		
Signature of Contractor: _		
Date:		
	ACKNOWLEDGMENT	
STATE OF TEXAS	* *	
COUNTY OF COLLIN	*	
corporation, known to me instrument, and acknowle	e undersigned authority, on this day person e to be the person whose name is subscribed edged to me that he executed the same as the poses and consideration therein expressed a	to the foregoing act and deed of
therein stated.		
GIVEN under my h 2014.	nand and seal of office this the day of	
Signature of Notary Publi	c in and for the State of Texas	STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?
1. Sole Proprietorship YES NO 2. Partnership YES NO 3. Corporation YES NO
If company is a sole proprietorship, list the owner's full legal name:
If company is a partnership, list the partner's full legal name(s):
If company is a corporation, list the full legal name as listed on the corporate charter:
Is this firm a minority, or woman-owned business enterprise?
NO YES
Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? NO YES
If yes, specify governmental agency:
Date of certification:

CIQ Form-To be completed by the Bidder and Submitted with Bid

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entit	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.	
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	
Name of person who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire.	
(The law requires that you file an updated completed questionnaire with the ap later than the 7th business day after the date the originally filed questionnaire becomes	
Name of local government officer with whom filer has employment or business relationshi	р.
Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each office employment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, from the filer of the questionnaire?	ment Code. Attach additional
Yes No	
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than invedirection of the local government officer named in this section AND the taxable income is governmental entity?	
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity w government officer serves as an officer or director, or holds an ownership of 10 percent or m	
Yes No	
D. Describe each employment or business relationship with the local government officer nar	ned in this section.
4	
Signature of person doing business with the governmental entity	Date
	Adopted 06/29/2007

BIDDER REMINDER LIST:

REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL ON A CD OR FLASHDRIVE AND TWO (2) HARD COPIES INCLUDED?
ALL BLANKS COMPLETED ON THIS FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

Schedule of Events

Public Notification/Advertisement March 28, 2014 April 4, 2014

Pre-Bid Meeting N/A

Deadline for Submitting Questions April 11, 2014 4:00PM CST Bids Due April 22, 2014 2:00PM CST

Questions Concerning this bid are due in writing via e-mail to purchasing@friscotexas.gov before the deadline for submitting questions stated above.

ANNUAL CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES GENERAL INFORMATION AND SPECIFICATIONS BID NUMBER 1403-045

GENERAL INFORMATION

The purpose of this bid is to establish an annual contract for the purchase of Landscape Maintenance Services for use by the City of Frisco Facilities and Public Works Departments. The bid will be awarded to the LOWEST RESPONSIVE, RESPONSIBLE BIDDER. With the exception of the Utilities Sites (all Frisco pump stations, towers, and lift stations), it is the Contractor's responsibility to visit and inspect each site prior to submitting their bid. Site visits for the Utilities Sites require escorted visits. Contact Lance Jones on 469.585.3990 to schedule site visits to the Utilities Sites. There are no site maps available. There are no bonding requirements for these services. Irrigation systems inspections and maintenance are handled by the City Staff. The inside garden area at the Public Works Building on 11300 Research Road is maintained by the City and is not a part of this contract. During the summer (May 23, 2014 until August 29, 2014), mowing at the Frisco Athletic Center should be completed on Fridays, before noon. Edging and weed eating should be done at the time of each mowing per the schedule. The City does not have a dump site for limbs and leaves disposal. The Contractor is responsible for disposal. The City intends to award this contract to one contractor. This bid will not be split. No sub contracting will be allowed. The mowing season is April through November. All work shall be performed Monday through Friday only. Work will not be allowed on Saturday or Sunday without prior permission from the Facilities Manager or his designated representative.

CONTRACT TERM

The contract period shall commence upon execution of the contract and continue for a period of one (1) year. The City will have the right and option to extend the term of the contract for four (4) additional one (1) year periods upon the same terms and conditions. The City will also have the right and option to terminate the contract upon thirty (30) days written notice.

BID PRICES

Bid quantities are estimated annual quantities only. The City reserves the right to purchase according to actual need only, which may or may not meet or exceed the estimated annual quantities. All unit prices must be stated in figures on the bid form.

BID QUESTIONS

Questions pertaining to this bid must be emailed to purchasing@friscotexas.gov no later than April 11, 2014 by 4:00pm CST.

SPECIFICATIONS

It is the intent of these specifications to describe the requirements for landscape maintenance services for the City of Frisco. The Contractor will supply all necessary materials, equipment,

labor and supervision. The Contractor may not sell, sublet, or otherwise assign any part of its responsibilities to others without written consent of the City of Frisco.

Qualifications/Requirements for Contractors Bidding

The Department attaches great importance to the ability of the Contractor to complete the work as specified. This concern does not demonstrate a lack of trust in the Contractor, but rather an acknowledgment of the Department's obligation to the citizens of the City. In order that this obligation is fulfilled, the requirements listed in items 1-3 in this section must be met.

Contractors who bid must submit a completed Contractors Information Report. The report must demonstrate the following:

- 1. A minimum of three (3) years verifiable experience on projects of similar size and type and a minimum of three (3) qualified Client's names, addresses, contact names and telephone numbers.
- 2. Contractor must supply an itemized listing of all equipment to be used in the execution of this contract including, but not limited to: mowers, trimming/edging equipment, transport vehicles, and trailers. If the Contractor plans to lease or purchase any or all equipment, it shall provide evidence satisfactory to the City that includes the name, address, and telephone number of the company where the equipment is to be leased/purchased.
 - A statement from the company that the Contractor qualifies for leasing/purchasing of the equipment specified. An on-site inspection may be required as part of the bid process. The equipment shall be kept in good operating condition at all times.
- 3. Satisfactory evidence that the Contractor has adequate experienced personnel, proper facilities, and adequate work plan to complete the work as specified.
- 4. During term of agreement, Contractor must provide the Facilities Manager a working telephone number and address. The telephone number must be answered on work days, Monday Friday, 8:00 AM to 5:00 PM. An alternate or emergency telephone number must also be provided. The Contractor must provide a contact representative and alternate contact and their cell phone numbers.
- 5. Unless otherwise approved by the Facilities Manager or his designated representative, all work at all sites shall be completed on the same day or on consecutive working days. Weather/growth conditions may cause the cancellation of landscape maintenance services. The Facilities Manager or his designated representative has the sole decision over whether the weather/soil/turf conditions are appropriate for landscape maintenance services. Failure of the Contractor to abide with the Facilities Manager or his designated representative's decision can result in termination of the contract. Contractor shall not begin a cycle without approval from the Facilities Manager or his designated representative. All questions or concerns are to be directed to the Facilities Manager or his designated representative.

- 6. Additional work requested by the City or suggested by the Contractor beyond the scope of work described in these specifications shall be contracted separately with the Contractor for a negotiated amount.
- 7. The Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Frisco, and shall control its operation at each work site and be solely responsible for the acts or omissions of its employees.
- 8. The Contractor and its employees will be courteous to the Public and City personnel at all times while at the work sites. Conflicts or potential conflicts between required work and the public or intended use of a location should be formally documented to the Facilities Manager and building representative or his designated representative within 24 hours if time and circumstances permit. Otherwise, notification shall be verbal or by telephone, and shall be confirmed in writing within 24 hours.
- 9. The Contractor's employees shall report to work in clean uniforms, including shirt and pants. The Contractor Company name shall be displayed on the employee's shirts. Employees shall wear shirts at all times.
- 10. The Contractor's employees will not carry fire arms, consume/possess alcohol or use/possess any illegal drugs, or be under the influence of such while on city property. Employees violating these requirements shall immediately be removed from the work site.
- 11. Failure on the part of the Contractor to complete landscape maintenance services within the specified time period, or if the Contractor does not meet the contract specifications, may result in the contractor being assessed **ONE HUNDRED DOLLARS (\$100.00)** per day as liquidated damages for incomplete work until all work is completed.
- 12. The Contractor will be responsible for any damage done to plant materials or other property during landscape maintenance services operations.
- 13. The Contractor shall invoice monthly for all work performed during the calendar month. Invoices should be emailed to accountspayable@friscotexas.gov.
- 14. All contractor employees and equipment shall have the proper safety equipment devices, which include but are not limited to hearing and eye protection, and orange safety vests. All vehicles utilized under this contract will be clean, free of mud, dirt, and grime, without noticeable rust spots and faded paint, serviceable, and shall comply with safety standards required by OSHA and the State of Texas. All vehicles used by the Contractor will be identified with company name or logo conspicuously displayed on door panels. Professionally done hand lettering, magnetic signs, or pressure sensitive decals may be used to comply with this specification. All vehicles operating from a public road shall have a rotating amber caution light mounted on the top of the vehicles. All equipment and personal protective equipment shall meet OSHA safety standards. Warning signs and barricading shall be in accordance with all applicable state and federal laws.

Unit Cost

The unit cost for evaluation purposes shall be the total cost to maintain and complete all tasks associated with one mowing cycle.

Locations

Upon award of this contract, the contractor will perform landscape services weekly during the mowing season (April through November) at the following locations:

Central Fire Station/Safety Town, 8601 Gary Burns Drive, Frisco, TX 75034

Frisco Athletic Center, 5828 Nancy Jane Lane, Frisco, TX 75035 & the

Wade Plaza Retention Pond, adjacent Frisco Athletic Center

Fire Fleet Maintenance Facility, 8860 Tomlin Drive, Frisco, TX 75034

Fire Station 2, 3711 Ohio Drive, Frisco, TX 75035

Fire Station 3, 5449 Warren Parkway, Frisco, TX 75034

Fire Station 4, 4485 Cotton Gin Road, Frisco, TX 75034

Fire Station 5, 14300 Eldorado Parkway, Frisco, TX 75035

Fire Station 6, 3535 Eldorado Parkway, Frisco, TX 75033

Fire Station 7, 330 W. Stonebrook Parkway, Frisco, TX 75034

Fire Station 8, 14700 Rolater Road, Frisco, Texas 75035 – Scheduled to open October, 2014.

Police Headquarters and Detention Facility, 7200 Stonebrook Parkway, Frisco, TX 75034

Public Works, 11300 Research Road, Frisco, TX 75033

Upon award of this contract, the contractor will perform landscape services bi-weekly during the mowing season (April through November) at the following locations:

Frisco-1 Pump Station, 6309 Custer Road, Frisco TX 75035

Frisco-3 Pump Station, 11310 Research Road, Frisco TX 75034

Frisco-3 Fil Valve, 11310 Research Road, Frisco TX 75034

Frisco-2 Pump Station, 10500 Huntington Road, Frisco TX 75034

Hillcrest Tower, 6500 Hillcrest Road, Frisco TX 75034

El Dorado Tower, 12134 El Dorado Road, Frisco TX 75034

Parkwood Tower, 3966 Parkwood Road, Frisco TX 75034

Timber Ridge Tower, 6050 Timber Ridge Drive, Frisco TX 75034

Teel Tower, 13772 Teel Pkwy, Frisco TX 75034

Raccoon Tank, 8951 Preston Road, Frisco TX 75034

Stewart Creek Reuse Pump Station, 5100 4th Army Memorial, Frisco TX 75034

Coit Lift Station, 8299 Coit Road, Frisco TX75035

Trails Lift Station, 9858 Planter Row, Frisco TX 75034

Silverton Lift Station, 11514 Coral Berry, Frisco TX 75034

Grayhawk Lift Station, 12590 FM 423, Frisco TX 75034

Lone Star Lift Station, 3900 FM 423, Frisco TX 75034

Fairways Lift Station, 10555 Smotherman Road, Frisco TX 75034

Sorano Lift Station, 13800 Sorano Drive. Frisco TX 75034

The Utilities Sites (see below) will be awarded to the contractor in May, 2014:

Frisco-1 Pump Station, 6309 Custer Road, Frisco TX 75035 Frisco-3 Pump Station, 11310 Research Road, Frisco TX 75034 Frisco-3 Fil Valve, 11310 Research Road, Frisco TX 75034 Frisco-2 Pump Station, 10500 Huntington Road, Frisco TX 75034 Hillcrest Tower, 6500 Hillcrest Road, Frisco TX 75034 El Dorado Tower, 12134 El Dorado Road, Frisco TX 75034 Parkwood Tower, 3966 Parkwood Road, Frisco TX 75034 Timber Ridge Tower, 6050 Timber Ridge Drive, Frisco TX 75034 Teel Tower, 13772 Teel Pkwy, Frisco TX 75034 Raccoon Tank, 8951 Preston Road, Frisco TX 75034 Stewart Creek Reuse Pump Station, 5100 4th Army Memorial, Frisco TX 75034 Coit Lift Station, 8299 Coit Road, Frisco TX75035 Trails Lift Station, 9858 Planter Row, Frisco TX 75034 Silverton Lift Station, 11514 Coral Berry, Frisco TX 75034 Grayhawk Lift Station, 12590 FM 423, Frisco TX 75034 Lone Star Lift Station, 3900 FM 423, Frisco TX 75034 Fairways Lift Station, 10555 Smotherman Road, Frisco TX 75034 Sorano Lift Station, 13800 Sorano Drive, Frisco TX 75034

The remainder of the sites (see below) will be added to the contract effective August 12, 2014 when the current contract for these sites expires:

> Central Fire Station/Safety Town, 8601 Gary Burns Drive, Frisco, TX 75034 Frisco Athletic Center, 5828 Nancy Jane Lane, Frisco, TX 75035 & the Wade Plaza Retention Pond, adjacent Frisco Athletic Center Fire Fleet Maintenance Facility, 8860 Tomlin Drive, Frisco, TX 75034

Fire Station 2, 3711 Ohio Drive, Frisco, TX 75035

Fire Station 3, 5449 Warren Parkway, Frisco, TX 75034

Fire Station 4, 4485 Cotton Gin Road, Frisco, TX 75034

Fire Station 5, 14300 Eldorado Parkway, Frisco, TX 75035

Fire Station 6, 3535 Eldorado Parkway, Frisco, TX 75033

Fire Station 7, 330 W. Stonebrook Parkway, Frisco, TX 75034

Fire Station 8, 14700 Rolater Road, Frisco, Texas 75035 - Scheduled to open October, 2014.

Police Headquarters and Detention Facility, 7200 Stonebrook Parkway, Frisco, TX 75034.

Public Works, 11300 Research Road, Frisco, TX 75033

<u>Increases/Decreases of Acreage, Sites, and/or Cycles</u>

Dependent upon funding and/or growth conditions, the City reserves the right to increase/decrease the area/number of cycles, or sites over the life of the contract. Increases will be calculated at the unit cost.

<u>Insurance</u>

Upon award of the bid, the Contractor must supply proof of general liability and workers compensation insurance that meets the City's insurance requirements. See Pages 9, 10, and 11 for the City's insurance requirements.

Cancellation of Agreement

Parties agree that the City may cancel this agreement by providing thirty (30) days written notice to the Contractor.

Maintenance Specifications

<u>Inspection</u> – The areas maintained at each facility will be inspected upon completion of each Landscape maintenance service cycle. The contractor must correct any deficiencies found within 24 hours. Failure to do so may result in termination of the contract.

<u>Mowing Height</u> – Bermuda is to be maintained at a height of 1.5 inches. Buffalo grasses are to be maintained at a height of 3 inches to 4 inches.

<u>Chemicals & Fertilizers</u> – Chemicals and fertilizers shall be applied as necessary for proper landscape and pest and weed control. All chemicals and fertilizers are subject to approval of the Facilities Manager or his designated representative. The Facilities Manager shall be notified of any application prior to the application. An application schedule should be included with the Contractor's bid. The City requires the Contractor to use 1 pound per thousand square feet of nitrogen when applying fertilizer to Bermuda grass. The City anticipates three applications per year (Spring, Summer, and Fall). Lawns are to remain green and free of pests and weeds. All chemical and fertilizer applications must be made by a licensed applicator (TDA or SPCB). Copies of the license and a listing of the license numbers must be submitted with the bid proposal.

Edging – All curbs and sidewalks shall be edged with every mowing cycle.

<u>Trimming</u> – All signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver areas, etc., shall be trimmed around with string trimmers. The turf shall be trimmed to the assigned mowing height. Care shall be used to avoid injury to plant material. Trimming shall be completed concurrently with mowing on every cycle.

<u>Planter Bed Maintenance</u> – The contractor shall remove all weeds from ground cover/shrub beds each mowing cycle. There will be no annual flower beds to be planted or maintained. For

the purposes of this contract, a weed shall be considered "any undesirable or misplaced plant." The frequency for planter bed maintenance shall be every mowing cycle.

<u>Trimming</u> - Trimming of shrubs will be on an "as needed" basis but will not exceed twice per season. The need for shrub trimming will be determined by the Facilities Manager or his designated representative.

<u>Litter</u> – The contractor shall be responsible for removing and disposing of any and all trash or debris, such as paper, cans, bottles, rocks, etc., which is not intended to be part of the landscape. Removal of trash will include sweeping/removing grass clippings from sidewalks and other paved areas.

<u>Tree Pruning</u> – The contractor shall be responsible for minor tree pruning. Minor tree pruning shall mean removing sucker growth. The contractor shall contact the Facilities Manager or his designated representative for pruning low-hanging or broken/damaged limbs. The frequency shall be every mowing cycle.

<u>Mowed Area</u> – All mowed areas shall be free of clumped grass cuttings. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge onto any paved surface such as streets, curbs and gutters, sidewalks, parking areas, apparatus aprons, or any adjoining property.

<u>Damage to Trees</u> – Trees/shrubs in the contract area may be checked before contract work begins. Contractor shall be responsible for damage to a tree which is the result of Contractor's actions. A check of all trees may be made at the end of the contract period. The inspection shall be attended by the Contractor and the Facilities Manager or his designated representative.

Damages shall be assessed as follows: \$75 for any slight damage to trees, i.e. damage that may heal; \$150 for badly damaged trees, which in the opinion of the City or its representative, may eventually contribute to the death of the tree. Damages as prescribed herein shall be deducted from payments otherwise due to the Contractor.

<u>Maintenance of Paved Areas</u> – The Contractor shall maintain all paved areas, keeping them free of grass and weeds, by periodic spraying with non-selective herbicides. Herbicide must be pre-approved by the Facilities Manager or his designated representative and applied on an "as needed basis" as determined by the Facilities Manager or his designated representative to maintain paved areas free of grass and weeds.

Machinery and Equipment

Contractors must supply a list of all equipment available for use on this contract. Being available means that the equipment is owned or under the control of the bidder submitting this proposal.

Number of Units	Type of Equipment



CITY OF FRISCO PURCHASING DIVISION BID FORM

Bid #1403-045

Landscape Maintenance Services

	ltem	Est. # of Trips	Central Fire & Safety Town	Fire Fleet	Fire #2	Fire #3	Fire #4	Fire #5	Fire #6	Fire #7	PD HQ Det	Pub Wks	Frisco Ath Ctr	Wade Plaza Retention Pond
1	Mowing Bermuda	34										N/A	N/A	
2	Buffalo Grass	34	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			N/A
3	Edging	34												
4	Trimming	34												
5	Pre-Emergent Herbicide	1												
6	Post-Emergent Herbicide, Broadleaf	1												
7	Post-Emergent Herbicide, Grassy Weeds	1												
8	Turf Fertilizer	3												
9	Planter Bed Fertilizer	3												N/A
10	Pest Control	As needed												
11	Spot Weed Control	As needed												
12	Planter Bed Maintenance	34												N/A
13	Litter Removal	34												
14	Tree Pruning	As needed												
15	Shrub Trimming	As Needed												



CITY OF FRISCO PURCHASING DIVISION BID FORM

Bid #1403-045

Landscape Maintenance Services

	ltem	Est. # of Trips	Frisco-1- Pump Station	Frisco- 2-Pump Station	Frisco-3 Pump Statione	Frisco-3 Fill Valve	Hillcrest Water Tower	El Dorado Water Tower	Parkwood Water Tower	Timber Ridge Water Tower	Teel Water Tower	Raccoon Tank
1	Mowing Bermuda	17										
2	Buffalo Grass	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3	Edging	17										
4	Trimming	17										
5	Pre-Emergent Herbicide											
6	Post-Emergent Herbicide, Broadleaf											
7	Post-Emergent Herbicide, Grassy Weeds											
8	Turf Fertilizer											
9	Planter Bed Fertilizer											
10	Pest Control											
11	Spot Weed Control	As Needed										
12	Planter Bed Maintenance											
13	Litter Removal	17										
14	Tree Pruning	As needed										
15	Shrub Trimming	As Needed										



CITY OF FRISCO PURCHASING DIVISION BID FORM

Bid #1403-045

Landscape Maintenance Services

	ltem	Est. # of Trips	Stewart Creek Reuse	Coit Lift Station	Trails Lift Station	Silverton Lift Station	Grayhawk Lift Station	Lone Star Lift Station	Fairways Lift Station	Sorano Lift Station		
1	Mowing Bermuda	16										
2	Buffalo Grass	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
3	Edging	16										
4	Trimming	16										
5	Pre-Emergent Herbicide											
6	Post-Emergent Herbicide, Broadleaf											
7	Post-Emergent Herbicide, Grassy Weeds											
8	Turf Fertilizer											Ī
9	Planter Bed Fertilizer											Ī
10	Pest Control											Ī
11	Spot Weed Control	As Needed										
12	Planter Bed Maintenance											
13	Litter Removal	16										ľ
14	Tree Pruning	As Needed										
15	Shrub Trimming	As Needed										

Grand Total

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

"I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder:					
Address of Bidder:					
City:				Zip Code:	
Telephone Number:		Fax	κ:		
E-mail address:					
By (print name)				unt Terms <u>:</u>	
Title:	_ Fe	ederal ID	#/SSN #	:	
Signature:				<u> </u>	
Acknowledgement of Addenda: #1					